

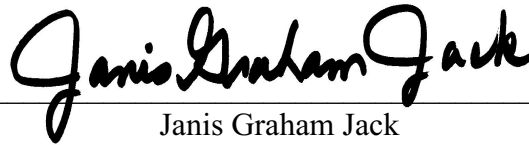
settlement agreement ha[s] been made part of the order of dismissal . . . [A] court may make a settlement agreement part of its dismissal order: either by separate provision (such as a provision “retaining jurisdiction” over the settlement agreement) or by incorporating the terms of the settlement agreement in the order.

Hospitality House, Inc., 298 F.3d at 430 (emphasis added) (internal citations and quotation marks omitted).

As evidenced by the Court’s October 30, 2005 Agreed Order of Dismissal (D.E. 54), the Court did not make the parties’ obligation to comply with the terms of the settlement agreement part of its Order. The Court did not include a separate provision retaining jurisdiction to enforce the settlement agreement nor did it incorporate the terms of the settlement agreement in the Order. Accordingly, the Court lacks jurisdiction to enforce the parties’ settlement agreement.

For the reasons stated, the Court hereby DENIES Defendants’ Motion to Set Aside Dismissal and Enter Judgment Pursuant to Settlement (D.E. 55).

SIGNED and ENTERED this 13th day of July, 2006.

A handwritten signature in black ink that reads "Janis Graham Jack". The signature is written in a cursive, flowing style. Below the signature is a horizontal line.

Janis Graham Jack
United States District Judge